

## TAX CREDIT ADDENDUM

THIS ADDENDUM dated \_\_\_\_\_, \_\_\_\_\_, is being attached to and incorporated by reference to the Occupancy Agreement between the undersigned Landlord and the undersigned Member for the purpose of amending and modifying certain terms and conditions of the agreement To the extent the terms and conditions of the occupancy agreement are inconsistent with this Addendum, this Addendum shall supersede the occupancy agreement

Low-Income Housing Tax Credit. Landlord shall operate the premises in accordance with the requirements of the low-income housing tax credit program under Section 42 of the Internal Revenue Code of 1986 as amended (the "Program"). Member's rights shall be subject to the requirements of that Program. Member shall cooperate with all Landlord requirements related to such compliance with the Program.

Permitted Occupants. Only the following persons will be permitted to occupy the premises:


Member shall not allow any other person to move-into the premises without Landlord's prior written approval.

Income Certification. Member has completed and executed an Income Certification Form prior to execution of this Addendum. Member shall complete and execute further Income Verification and Certification Forms at Landlord's request not less than annually. Upon request by Landlord Member shall recertify its household income to Landlord or any governmental or quasi-governmental agency in a manner satisfactory to Landlord, and shall complete any and all other certifications and supply further documentation with respect to income and occupancy of the premises as may be reasonably requested by Landlord. Failure to provide accurate Income Certification material and forms or failure to certify household income by Landlord's requested time frame, will be considered a breach of the occupancy agreement and will result in termination of the occupancy agreement upon a 30 day notice.

Recertified Income. Member acknowledges that the annual recertification of Member's household Income must meet the limitations imposed by the Program for continued occupancy of the premises.

Increased Income. If, upon recertification, Member's household income exceeds 140% of the applicable Program limit, Landlord may: (a) increase Member's monthly rent to market rate, or (b) elect not to renew this occupancy agreement upon (30) days written notice to Member.

Student Status. Member shall notify Landlord immediately, in writing, if any Member become(s) a full-time student. Landlord may terminate this occupancy agreement if a Member becomes a student and Landlord determines that the Member's student status would disqualify the premises under the Program.

IN WITNESS WHEREOF, the undersigned have duly executed this Addendum as of the date first written above.

LANDLORD:

MEMBER:

Its:Management Agent

Signature
Print Name
Title

Signature
Print Name
Signature
Print Name